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No. 453

In The

Supreme Court of the United States

October Term, 1957

DISTRICT LODGE 34, LODGE 804, INTERNATIONAL ASSOCIATION OF MACHINISTS, ETC., ET AL.,

Petitioners,

vs.

L. P. CAVETT COMPANY,

Respondent.

BRIEF FOR RESPONDENT IN OPPOSITION

On Petition for Writ of Certiorari to The Supreme Court of Ohio.

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On Petition for Writ of Certiorari to The Supreme Court of Ohio

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L. P. Cavett Company respectfully prays that the petition for Writ of Certiorari to review the judgment of the Supreme Court of Ohio entered in the above entitled case on June 19, 1957, be denied.

OPINIONS BELOW

The opinions below are set forth in the Petition for a Writ of Certiorari, p. 2.

JURISDICTION

The claimed jurisdiction of this Court is set forth in the petition, p. 2.

QUESTIONS PRESENTED

1. May Ohio Courts enjoin picketing in breach of a contract between a labor union and an employer engaged in interstate commerce?

2. May Ohio Courts enjoin picketing in violation of public policy where such picketing is neither protected nor prohibited by Federal law?

STATUTES INVOLVED

Section 301(a) of the Labor-Management Relations Act, 1947, as amended (61 Stat. 156, 29 U.S.C. Sec. 185) provides as follows:

> "Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

STATEMENT OF THE CASE

Respondent, The L. P. Cavett Company, is an Ohio corporation engaged in road construction and retail oil sales. (R. 136) It maintains in Cincinnati an office and garage building and asphalt storage plant. (R. 136-137) During the winter months of 1954-1955, the respondent employed in Cincinnati between twenty-five and thirty persons. (R. 137) On February 14, 1955, petitioner District Lodge 34, Lodge 804, International Association of Machinists, AFL, filed with the National Labor Relations Board a petition for certification of representatives. The petition was signed by D. J. Tomer, Grand Lodge Representative of petitioner International Association of Machinists (AFL) and alleged

that a substantial number of garage employees of the L. P. Cavett Company in Cincinnati wished to be represented for purposes of collective bargaining by the union and that the union desired to be certified as the collective bargaining representative for these employees. (Co. Ex. 4; R. 139) This petition was docketed by the Board as Case No. 9-RC 2438.

Subsequent to the filing of the petition and on March 23, 1955, representatives of L. P. Cavett Company, the District Lodge, and the International, held a conference at the office of the National Labor Relations Board. At this conference, the Cavett Company and the Union entered into a contract entitled "Stipulation for Certification upon Consent Election." (Co. Ex. 2; R. 140) The contract provided, in part:

> "The undersigned labor organization(s) (herein called the union(s)) claim(s) to represent employees of the undersigned employer (herein called the employer), and the undersigned parties desire that the question concerning the representation of said employees which exists by virtue of said claim shall be resolved by an election by secret ballot. Therefore, the said parties, subject to the approval of the Regional Director for the National Labor Relations Board (herein called the Regional Director), HEREBY AGREE AND STIPULATE AS FOLLOWS:
>
> "1. SECRET BALLOT.—An election by secret ballot shall be conducted under the supervision of the Regional Director, among the employees in the Unit defined below, at the indicated time and place, to determine whether or not the employees desire to be represented by (one of) the Union(s). Said election shall be held in accordance with the National Labor

Relations Act, the Board's Rules and Regulations, and the customary procedures and policies of the Board.

* * * *

"11. THE APPROPRIATE COLLECTIVE BARGAINING UNIT — All regular mechanics and their helpers and welder employed in the Employer's garage at Lockland, Ohio, excluding office clerical employees and all guards, professional employees and supervisors as defined in the Act, as amended, and all other employees." (Emphasis added)

The agreement was signed by L. P. Cavett Company by J. Mack Swigert, attorney, and by District Lodge 34, Lodge 804, International Association of Machinists, AFL, 440 National City Bank Building, Cleveland, Ohio, by D. J. Omer, Grand Lodge Representative. The contract was recommended by Rosemary S. Macke, Field Examiner, and approved by Jack G. Evans, Regional Director.*

Pursuant to the terms of the contract, on March 31, 1955, a secret ballot election, conducted by representatives of the Board, was held at the Cavett Company among all regular garage mechanics and their helpers and welder to determine the question of union representation. A tally of the ballots showed that four employees had voted against representation by the union and three had voted in favor of representation. (Co. Ex. 5; R. 142) The union observer certified this tally as correct and the union filed no objections to the tally or the conduct of the election. On April 8, 1955, the Regional Director of the Labor Board issued a "Certification of Results of Election." (Co. Ex. 3; R. 140) The certification stated in part:

"IT IS HEREBY CERTIFIED that a majority of the valid ballots have not been cast for the union

*A copy of this contract is attached to this brief as Appendix 1.

above named and that said union is not the exclusive representative of the employees of the above named employer, in the unit defined in the Stipulation for Certification Upon Consent Election within the meaning of Section 9(a) of the National Labor Relations Act." (Emphasis added)

On April 21, 1955, Mr. L. P. Cavett, President of the Company, discharged an employee, John Ernst, because he had falsified his time cards and had failed to perform his work properly. (R. 232-233)

On Monday, April 25, 1955, Mr. Cavett received a telephone call from Mr. William Smith, Business Agent of the District Lodge 34, who had been present at the signing of the consent election contract. Mr. Smith stated that he wanted the Cavett Company to take back John Ernst and following that he wished to negotiate with Mr. Cavett regarding a contract for the garage employees. (R. 142-143) Smith said:

"* * * I know they loused an election but there is other means of a union getting into an organization other than through an election, and * * * I know where every piece of your equipment is * * * unless you do these things that we request, or that I request * * * we will picket your Lockland establishment as well as all your other equipment that is out on the road." (R. 232)

On April 27, 1955, a picket line was established by the petitioner unions at the Cavett Company. Three of the garage employees crossed the picket line and came to work, while three of them refused to cross the line and participated in picketing. John Ernst, the former employee, also participated in the picketing and bannering. (R. 147-148) The purpose of this picketing was to obtain recognition of the union and a collective bargaining contract for the garage employees.

On or about April 27, 1955, respondent filed its petition in the Court of Common Pleas, Hamilton County, to enjoin the picketing.

PROCEEDINGS IN COMMON PLEAS COURT COURT OF APPEALS AND SUPREME COURT OF OHIO

Upon consideration of the evidence in the instant case, the Ohio Court of Common Pleas found that the election agreement was an enforceable contract. The Court then ruled that state courts have jurisdiction over contractual actions and enjoined the picketing which was in breach of contract. (Petition p. 12-13).

The Court of Appeals, after considering the stipulated facts, likewise enjoined the picketing. In its majority opinion, the Court stated that in cases where a Board election has determined the question of union representation, and "especially" where the employer and union have by "agreement" submitted the matter, the state courts have the power to protect an employer from the wilful refusal of a union to abide by the election results. The Court thus broadened the Common Pleas decision by holding that such illegal conduct could be enjoined even in the absence of a contract breach. (Petition p. 13-18).

The Ohio Supreme Court on June 19, 1957, overruled petitioners' motion to certify the record and granted the respondent's motion to dismiss the appeal as of right. The Court held that it was dismissing the appeal "for the reason that no debatable constitutional issue is involved in said cause." (Petition, p. 19)

ARGUMENT

1. The Writ of Certiorari Was Recently Denied by this Court in a Case Raising the Same Issue as that Raised by Petitioner Herein.

The Ohio Court of Common Pleas enjoined petitioner's conduct in the instant case because the activity was in breach of an enforceable contract entered into between petitioner and respondent. (Petitioner's Brief, p. 12) This judgment was affirmed by the Court of Appeals, and the Ohio Supreme Court denied petitioner's appeal and motion to certify. (Petitioner's Brief, pp. 18-19) The same issue presented herein, namely, the jurisdiction of a state court to enjoin conduct which is in breach of contract, was presented to this Court in *Philadelphia Marine Trade Association v. International Longshoremen's Association, Local 1291, et al.*, (1955) 382 Pa. 326, 115 A.2d 733, cert. den. 350 U.S. 843. In this case the Pennsylvania Supreme Court upheld a decision of the Philadelphia County Court of Common Pleas which enjoined the defendant from violating its collective bargaining agreement and from engaging in any conduct violating its no work-stoppage agreement. The Court specifically rejected the defendants' claim that the state had no jurisdiction over actions to enjoin breach of contract.

The *Philadelphia Marine Trade* cause came before this Court in the October Term of 1955 as Case No. 289 on the Petition of the defendants for a Writ of Certiorari to the Supreme Court of Pennsylvania. On October 10, 1955, this Court denied the Writ. The considerations applied in denying the Writ in the *Philadelphia Marine Trade* case should similarly be applied in the instant proceeding to deny the Writ.

2. The Decisions of the Ohio Courts in this Cause Were Correct.

(a) The Ohio Court Had Jurisdiction of this Matter for the Reason that the Cause Was Based on Breach of Contract:

As set forth in the statement of the case, the respondent and the petitioner Union on March 23, 1955, entered into a written contract at Cincinnati, Ohio, entitled "Stipulation for Certification upon Consent Election." In the contract the parties agreed that a question had been raised concerning the representation of the respondent's employees by the petitioner Union and agreed that this question should be "resolved by an election by secret ballot." The election was to be conducted by the Regional Director of the National Labor Relations Board and would "determine whether or not the employees desire to be represented by the Union." Despite the signed contractual provisions that the election would determine and resolve the question of union representation, the petitioner Union, after losing the election, began picketing the employer's place of business to force the Company to recognize it and to negotiate with it for a union contract for the seven garage employees. It is inescapable that the picketing was in violation of the election contract. The parties had agreed to resolve and determine the representation question by means of an election; the election resolved and determined the issue against the Union; the subsequent picketing to obtain recognition and a collective bargaining contract despite the prior resolution and determination of the question was thus a breach of the parties' contract. The legal remedy for this outrageous conduct was inadequate, and the respondent which was suffering irreparable injury was found by the Ohio courts to be entitled to equitable relief. This Court has repeatedly held that as a court of law, and not a court of error, it will not grant certiorari nor disturb the determination of lower courts on factual issues such as those presented herein. *Southern Power Co.* v. *North Carolina Public Service* (1923) 263 U.S. 508; *Graver Tank & Mfg. Co.* v. *Linde Air Prod. Co.* (1948) 336 U.S. 271.

The federal pre-emption doctrine has no application in this case to divest the State court of jurisdiction. The present cause was based on breach of contract, and this Court and other forums have recognized that Federal labor relations statutes do not exclude State courts from their historical jurisdiction over contracts between employers and labor unions. In *Philadelphia Marine Trade Association* v. *International Longshoremen's Association, Local 1291, et al.*, (1955) 382 Pa. 326, 115 A.2d 733, cert.den. 350 U.S. 843; the Pennsylvania Supreme Court in considering Section 301 of the Labor-Management Relations Act, 1947, held that state courts are not thereby divested of their historical jurisdiction to enforce contracts between employers and labor unions. The court said:

> Defendants present several questions for determination, one of which challenges the jurisdiction of the court below on the ground that plaintiffs' complaints are cognizable only in a Federal and not a State court. This contention is specifically answered by the decision of this Court in *General Building Contractors' Association* v. *Local Union No. 542*, 370 Pa. 73, 87 A.2d 250 (cited with approval in *Garner* v. *Teamsters, Chauffeurs and Helpers, Local Union No. 776*, 373 Pa. 19, 25, 94 A.2d 893, 897). In that case we upheld the granting of an injunction which enjoined the violation of a collective bargaining agreement by a labor union. It was there argued that Congress, by enactment of the Labor-Management Relations Act of 1947, had taken from the State courts the jurisdiction to issue such an injunction; but we held that neither that Act nor any other Federal legislation deprived the State courts of their inherent equity powers for the enforcement of contracts. We pointed out that Section 301 of the Labor-Management Relations Act, giving juris-

diction to District Courts of the United States of suits for violation of contracts between an employer and a labor organization representing employes in an industry affecting commerce, did not indicate that such jurisdiction was to be exclusive; moreover, it applied only to suits for the recovery of damages, not for injunctive relief, the right to grant which had been denied to such courts by the Norris-LaGuardia Act of 1932. We said, (p. 82, A., p. 253):

"There does not exist any repugnance or conflict, direct or indirect, between the exercise of jurisdiction by a court of equity as in the instant case and the Labor Management Relations Act and the Norris-LaGuardia Act. There are no statutes which would curtail the exercise of jurisdiction by the Court in the circumstances here presented. Prevention of violation of obligations contained in a contract by injunctive relief is a power traditionally exercised by courts of this Commonwealth. Congress has not acted upon the specific subject matter at issue. Enforcement of contracts may be required according to the usual processes of the law." (382 Pa. at p. 332-335) (Emphasis added)

Similarly, in *Association of Westinghouse Salaried Employees* v. *Westinghouse Electric Corporation*, (1955) 348 U.S. 437, this Court, recognizing that the doctrine of federal pre-emption frequently had been applied to cases involving unfair labor practices, noted in support of its decision that breach of contract was not an unfair labor practice. The Court stated:

"It is significant, however, that breach of contract is not an 'unfair labor practice.' A proposal to that end was contained in the Senate Bill, but was deleted in conference with the observation: 'Once parties have

> made a collective bargaining contract, the enforcement of that contract should be left to the usual processes of the law and not to the National Labor Relations Board." 348 U.S. at p. 343; Note 2. (Emphasis added)

The *Westinghouse* decision and the denial of certiorari in the *Philadelphia Marine Trade* case were entered subsequent to *Garner* v. *Teamsters* (1953) 346 U.S. 485, and indicate a broad exception to the pre-emption doctrine enunciated in *Garner*. Moreover, the post-*Garner* cases do not purport to limit the historical power of states to enjoin breach of contract. This broad state power has been consistently recognized by courts and Boards of the various states and territories. See *General Electric Co.* v. *UAW-CIO* (Ohio: 1952) 93 O.A. 139, 108 N.E.2d 211; app.dis. 158 O.S. 555; *Liberty Powder Defense Corp.* (Wisconsin: 1955) 35 LRRM 1590; *Dairymen's Ass'n.* v. *Teamsters Local* (Hawaii: 1954) 33 LRRM 2785; 34 LRRM 2785.

(b) Even in the Absence of Contract Violation, the Ohio Court Would Have Had Jurisdiction of this Cause for the Reason that Petitioners' Conduct Was Neither Protected Nor Prohibited by the Labor-Management Relations Act of 1947.

The facts in the instant case disclose that the petitioners' picketing constituted a breach of contract and that the Ohio courts had jurisdiction to enjoin such a breach. Although this would appear dispositive of the petition for certiorari, it should be noted that even in the absence of contract the state courts retain jurisdiction to enjoin a union which pickets a company after losing a National Labor Relations Board directed election. Such conduct is against the public policy of Ohio and other states and constitutes picketing for an unlawful purpose. The Ohio Court

of Appeals, speaking on the public policy issue in the present case, noted:

> "No actual labor dispute exists. Picketing, under such circumstances, is an invasion of the rights of the employees not to participate in union activity, and of the plaintiff's right to operate its business without wrongful interference, which would, and does violate the public policy of the State." (Petition p. 15)

Similarly, in *Kincaid-Webber Motor Co.* v. *Quinn*, (1951) 362 Mo. 375, 241 S.W.2d 886, the Missouri Supreme Court affirmed an injunction against picketing by a union to compel recognition and a contract after the union had lost an election. Accord: *Bitzer Motor Co.* v. *Teamsters* (1953) 349 Ill.App. 283, 110 N.E.2d 674; *Amalgamated Meat Cutters* v. *Green* (1948) 119 Colo. 92, 200 P.2d 924; *Ford Radio and Mica Corp.* v. *UAW* (N.Y. Sup.Ct.; 1954) 34 LRRM 2094. This Court has held that the State courts have the right to determine and express state public policy, as was done in the above cases. *Hughes* v. *Superior Court* (1950) 339 U.S. 460.

The petitioner in its application for a writ of certiorari has claimed that the exercise of state jurisdiction is unlawful because of the decision of this Court in *Garner* v. *Teamsters* (1953) 346 U.S. 485, and subsequent cases. These cases, of course, have no application to enforcement of valid contracts. And even where no contract exists, the decisions clearly indicate that such conduct is subject to State jurisdiction. In *Garner* there had been no election, and this Court found that the minority recognitional picketing therein was subject to the remedial relief of the National Labor Relations Board. This Court said, at 346 U.S., p. 488,

> "This is not an instance of injurious conduct which the National Labor Relations Board is without ex-

press power to prevent and which, therefore, is governable by the states or is entirely ungoverned. In such cases we have declined to find an implied exclusion of state powers."

In *United Construction Workers* v. *LaBurnum* (1954) 347 U.S. 656, which was decided six months after *Garner*, this Court made clear that State courts are deprived of jurisdiction only to the extent that the Labor Management Relations Act supplies a definite and positive remedy against unfair labor practices. The Court said at page 665, referring to *Garner*:

> "To the extent that Congress prescribed preventive procedure against unfair labor practices, that case recognizes that the Act excluded conflicting state procedure to the same end. To the extent, however, that Congress has not prescribed procedure for dealing with the consequences of tortious conduct already committed, there is no ground for concluding that existing criminal penalties or liabilities for tortious conduct have been eliminated. The care we took in the Garner case to demonstrate the existing conflict between state and federal administrative remedies in that case was, itself, a recognition that if no conflict had existed, the state procedure would have survived." (Emphasis added)

Similarly, in *Weber* v. *Anheuser-Busch, Inc.*, (1955) 348 U.S. 468, this Court stated:

> "In *Garner*, the emphasis was not on two conflicting labor statutes but rather on two similar remedies, one state and one federal, brought to bear on precisely the same conduct." (Emphasis added) 348 U.S. at pp. 479-480.

In the above cases this Court thus has ruled that states retain jurisdiction over illegal conduct which is not subject to the remedial provisions of the Taft-Hartley Act for unfair labor practices. The General Counsel of the National Labor Relations Board has ruled that picketing of an employer by a union which loses an election is not subject to the Act's remedial provisions for unfair labor practices. *Case No. 1133* (1955), 35 LRRM 1533. And Section 3(d) of the Act provides that the General Counsel "shall have final authority on behalf of the Board, in respect of the investigation of charges and issuance of complaints under section 10 and in respect of the prosecution of such complaints before the Board."

Picketing after a Board directed election similarly is not a protected activity under Section 7. Section 7 specifically protects the right of employees "to refrain from any or all" union activities including forming, joining or assisting labor organization, collective bargaining and other concerted activities. Picketing by a union which loses a Board ordered election clearly is an interference with the rights of employees "to refrain from" unionism and collective bargaining activities. In *UMW v. Arkansas Oak Flooring* (1956) 351 U.S. 62, no election was held, and the union representing a majority of employees picketed for recognition. The Court pointed out that under such circumstances the employees and their union could "peacefully picket the premises of their employer, to induce it thus to recognize their chosen representative." This Court held that the state had no jurisdiction to enjoin the protected picketing carried on by the union which was the chosen representative of its employees. The decision clearly indicates that where a union loses an election it is not the chosen representative and does not engage in protected conduct.

In *Retail Clerks International Association, Local 560* v. *J. J. Newberry* (1957) 352 U.S. 987, the union picketed for recognition, although no election had been held. The picketing in *Newberry* was thus identical to the picketing activity in *Garner* and this Court consequently reversed the Idaho Supreme Court which had exercised jurisdiction in the cause. In the present case, however, the General Counsel has ruled that picketing *after* an election is not an unfair labor practice; it also is clear that under *Garner* and *Newberry* such activity is not protected conduct. In *Weber* v. *Anheuser-Busch* (1955) 348 U.S. 468, this court set forth as an area wherein states retain jurisdiction cases which involve conduct which is "neither prohibited nor protected by the Taft-Hartley Act", p. 477. Consequently, even in situations where no contract is involved, recognitional picketing after a union has lost a Board ordered election is the very type of illegal activity which this Court has left within the broad historical jurisdiction of the states.

The petitioners rely upon *Guss* v. *Utah Labor Relations Board*, (1957) 353 U.S. 1; *Amalgamated Meat Cutters* v. *Fairlawn Meats*, (1957) 353 U.S. 20; and *San Diego Building Trades Council* v. *Garmon*, (1957) 353 U.S. 26. These decisions present no basis for granting the instant writ. The National Labor Relations Board has no jurisdiction whatsoever where conduct is not an unfair labor practice in violation of Section 8 of the Labor-Management Relations Act, and has been left subject to "the usual processes of the law." Breach of contract is not an unfair labor practice, and even in the absence of contract, picketing by a union which loses a Board ordered election is not an unfair labor practice.

CONCLUSION

It is respectfully submitted that the petition for certiorari should be dismissed in this cause. No question of public

importance is presented and this Court has recently denied a writ raising the same issue as that raised herein. The picketing which was in breach of contract clearly was within the state's historical jurisdiction, and the fact that the contract was between a company and a labor union in no way limited this jurisdiction. Even if a contract were not involved, the picketing would have been within the state's jurisdiction because it was neither protected nor prohibited by the Labor-Management Relations Act, 1947.

WHEREFORE, the respondent prays that the petition for writ of certiorari to the Supreme Court of Ohio be denied.

Respectfully submitted,

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Cincinnati 2, Ohio

APPENDIX I

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

STIPULATION FOR CERTIFICATION UPON CONSENT ELECTION

(RC and RM cases)

The undersigned labor organization (s) (herein called the union(s)) claim(s) to represent employees of the undersigned employer (herein called the employer), and the undersigned parties desire that the question concerning the representation of said employees which exists by virtue of said claim shall be resolved by an election by secret ballot. Therefore, the said parties, subject to the approval of the Regional Director for the National Labor Relations Board (herein called the Regional Director), HEREBY AGREE AND STIPULATE AS FOLLOWS:

1. SECRET BALLOT – An election by secret ballot shall be conducted under the supervision of the Regional Director, among the employees in the Unit defined below, at the indicated time and place, to determine whether or not the employees desire to be represented by (one of) the Union (s). Said election shall be held in accordance with the National Labor Relations Act, the Board's Rules and Regulations, and the customary procedures and policies of the Board.

2. ELIGIBLE VOTERS – The eligible voters shall be those employees included within the Unit described below, who were employed during the payroll period indicated below, including employees who did not work during said payroll period because they were ill or on vacation or temporarily laid off, and employees in the military services of

the United States who appear in person at the polls, but excluding any employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election and any employees on strike who are not entitled to reinstatement. At a date fixed by the Regional Director, the Employer will furnish to the Regional Director an accurate list of all the eligible voters, together with a list of the employees, if any specifically excluded from eligibility.

3. NOTICES OF ELECTION — The Regional Director shall prepare a Notice of Election and supply copies to the parties describing the manner and conduct of the election to be held and incorporating therein a sample ballot. The Employer, upon the request of and at a time designated by the Regional Director, will post such Notice of Election at conspicuous and usual posting places easily accessible to the eligible voters.

4. OBSERVERS – Each party hereto will be allowed to station an equal number of authorized observers, selected from among the nonsupervisory employees of the Employer, at the polling places during the election to assist in its conduct, to challenge the eligibility of voters, and to verify the tally. As soon after the election as feasible, the votes shall be counted and tabulated by the Regional Director, or his agent or agents. Upon the conclusion of the counting, the Regional Director shall furnish a Tally of Ballots to each of the parties.

5. POST-ELECTION AND RUN-OFF PROCEDURE — All procedure subsequent to the conclusion of counting ballots shall be in conformity with the Board's Rules and Regulations.

6. RECORD — The record in this case shall be governed by the appropriate provisions of the Board's Rules and Regulations and shall include this stipulation. Hearing and notice thereof, Direction of Election, and the making of Findings of Fact and Conclusions of Law by the Board prior to the election are hereby expressly waived.

7. COMMERCE – The Employer is engaged in commerce within the meaning of Section 2 (6) of the National Labor Relations Act, and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9 (c).

Employer is an Ohio corporation with principal office and place of business in Lockland, Ohio. Employer is engaged in the business of road construction in a number of states in the United States and performs services valued in excess of $100,000.00 outside the State of Ohio.
(Insert commerce facts)

8. NAMES ON BALLOT – In the event more than one labor organization is signatory to this agreement, the choices on the ballot will appear in the wording indicated below and in the order enumerated below, reading from left to right on the ballot:

FIRST
SECOND
THIRD
FOURTH

9. PAYROLL PERIOD FOR ELIGIBILITY – March 20, 1955.

10. DATE, HOURS, AND PLACE OF ELECTION – March 31, 1955, 11:00 a.m. to 11:15 a. m., Asphalt Plant Office.

11. THE APPROPRIATE COLLECTIVE BARGAINING UNIT – All regular mechanics and their helpers and welder employed in the Employer's garage at Lockland, Ohio, excluding office clerical employees, and all guards, professional employees and supervisors as defined in the Act, as amended, and all other employees.

If Notice of Representation Hearing has been issued in this case, the approval of this stipulation by the Regional Director shall constitute withdrawal of the Notice of Representation Hearing heretofore issued.

Employer	DISTRICT LODGE 54 LODGE 801
	Name of Organization
	INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL
L. P. CAVELL COMPANY	Address
Address	410 National City Bank Bldg., Cleveland, O.
511 Sheppard Avenue, Lockland, Ohio	By (Name and Title)
By (Name and Title)	s/ D. J. Oney
s/ J. Mack Swigert	
J. Mack Swigert, Attorney	
Date Executed	Name of Organization
March 23, 1955	D. J. Oney, Grand Lodge Representative
Recommended	Address
Signature	
s/ Rosemary S. Macke	By (Name and Title)
Field Examiner, National Labor Relations Board	
	Name of Organization
Approved	
Signature	Address
s/ Jack G. Evans GMD	
Regional Director, National Labor Relations Board	By (Name and Title)
March 23, 1955	
Date	CASE NO. 9-RC-2438